



Town of Dumfries  
Council Meeting

Meeting Date: December 10, 2013

Agenda Item# XVI - D

AGENDA ITEM FORM

**TYPE OF AGENDA ITEM:**

- ☐ CONSENT AGENDA  
☐ PRESENTATION  
☐ ACTION ITEM  
☐ TOWN MANAGER & STAFF COMMENTS  
☐ PUBLIC HEARING  
☐ Duly Advertised

**PURPOSE OF ITEM:**

- ☐ INFORMATION ONLY  
☐ DISCUSSION ONLY  
☒ DISCUSSION AND/OR DECISION  
☐ Introduction ☒ Resolution  
☐ Ordinance ☐ Grant/MOU  
☐ By Motion ☐ Bylaws  
☐ Certificate

**PRESENTER:** Richard West

**PRESENTER TITLE:** Director of Public Works

**AGENDA ITEM:**

Resolution Authorizing the Town Manager to Enter into a Contract with the Commonwealth of Virginia Department of Environmental Quality and Transfer Funds from the Stormwater Management Account

**BACKGROUND / SUMMARY:**

In order to operate the newly developed stormwater management program in accordance with DEQ regulations, the Town applied for a Phase II Local Stormwater Program Grant. The Town was awarded a \$32,500 grant, with a stipulated \$32,500 local match from the Town. The Town match can be provided out of the Stormwater Management Account.

**ATTACHMENTS:**

Draft Resolution  
Contract

**REQUESTED ACTION:**

☐ NO ACTION REQUESTED

Approve the Resolution authorizing the Town Manager to enter into the contract and authorize the transfer of \$32,500 from the Stormwater Management Account to revenue line item 10-324-0902 Transfer from Stormwater Management Account. A new expenditure line item will be created: 10-444-6000 Stormwater Management Matching Grant.

**FOR MORE INFORMATION, CONTACT:**

Name: Richard West

Phone#: 703 221-3400

E-mail: rwest@dumfriesva.gov

**FOR USE DURING MEETING**

**VOTE:**

☐ PASSED

☐ NOT PASSED

Y	N		Y	N		Y	N	
<input type="checkbox"/>	<input type="checkbox"/>	Brewer	<input type="checkbox"/>	<input type="checkbox"/>	Foreman	<input type="checkbox"/>	<input type="checkbox"/>	Forrester
<input type="checkbox"/>	<input type="checkbox"/>	Reynolds	<input type="checkbox"/>	<input type="checkbox"/>	Toney	<input type="checkbox"/>	<input type="checkbox"/>	Washington
<input type="checkbox"/>	<input type="checkbox"/>	Wood						

**AT A REGULAR MEETING OF THE DUMFRIES TOWN COUNCIL, HELD ON DECEMBER 10, 2013, IN COUNCIL CHAMBERS, 17755 MAIN STREET, DUMFRIES, VIRGINIA: ON A MOTION MADE BY \_\_\_\_\_, AND SECONDED BY \_\_\_\_\_, THE FOLLOWING RESOLUTION WAS ADOPTED BY THE FOLLOWING VOTE:**

Charles C. Brewer, ;  
Gerald M. Foreman, II, ;  
Kristin W. Forrester, ;  
Helen D. Reynolds, ;  
Willie J. Toney, ;  
Gwen P. Washington, ;  
Derrick R. Wood, ;

**RESOLUTION TO AUTHORIZE THE TOWN MANAGER TO ENTER INTO A CONTRACT WITH THE COMMONWEALTH OF VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY AND TRANSFER FUNDS FROM THE STORMWATER MANAGEMENT ACCOUNT**

**WHEREAS**, the Virginia Department of Environmental Quality (DEQ) promulgated new regulations for stormwater management effective July 1, 2013; and

**WHEREAS**, the Town requested and received from DEQ a one year extension in implementing the required stormwater management program; and

**WHEREAS**, pursuant to the Virginia Water Quality Improvement Act of 1997, the Virginia General Assembly created the Water Quality Improvement Fund to provide funding for water quality improvement throughout the Commonwealth; and

**WHEREAS**, DEQ issued a Request for Proposals for a Phase II Local Stormwater Program Grant, for which the Town applied and received a \$32,500 grant; and

**WHEREAS**, the grant is a matching grant with a local match of \$32,500; and

**WHEREAS**, the grant and match will be used to provide the proper tools, training, and staff needed to operate the newly developed stormwater management program for the Town; and

**WHEREAS**, the Town established a stormwater management program to protect the waterways and the land in the Town by controlling flooding and to protect the Town's natural environment; and

**WHEREAS**, the Town established a stormwater management fund (the account) to provide revenue to fund the costs of designing, developing, improving, operating, maintaining and monitoring the stormwater system in the town.

**NOW, THEREFORE, BE IT RESOLVED** by Town Council that the Town Manager be authorized to enter into a contract with the Virginia Department of Environmental Quality, Contract No. 15727, Town of Dumfries, Stormwater Management Program Development and Implementation.

**BE IT FURTHER RESOLVED** by the Town Council that \$32,500.00 be transferred from the Stormwater Management Account to revenue line item 10-324-0902 Transfer from Stormwater Management Account.

**BE IT FURTHER RESOLVED** that expenditure line item 10-444-6000 Stormwater Matching Grant be created for the Town's matching portion.

By Order of Council:

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Gerald M. Foreman, Mayor

ATTEST:

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Dawn Hobgood, Town Clerk



## COMMONWEALTH of VIRGINIA

### DEPARTMENT OF ENVIRONMENTAL QUALITY

Street address: 629 East Main Street, Richmond, Virginia 23219

Mailing address: P.O. Box 1105, Richmond, Virginia 23218

TDD (804) 698-4021

[www.deq.virginia.gov](http://www.deq.virginia.gov)

Douglas W. Domenech  
Secretary of Natural Resources

David K. Paylor  
Director

(804) 698-4000  
1-800-592-5482

November 25, 2013

Town of Dumfries  
Attn: Richard West  
17755 Main Street  
Dumfries, VA 22026

Re: Contract No. 15727  
Town of Dumfries, Stormwater Management Program Development and  
Implementation

Dear Mr West:

Attached is the proposed contract between the Town of Dumfries and the Virginia Department of Environmental Quality (DEQ). If you concur with the terms and conditions, please print, sign and return two (2) original sets of the contract to me. I will then obtain the appropriate DEQ signature, and return a fully executed contract to you for your records.

If you have any questions, you may contact me at (804) 698-4335.

Sincerely,

A handwritten signature in cursive script that reads "Carol Papazian".

Carol Papazian  
Procurement Manager

Enclosures



**COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF ENVIRONMENTAL QUALITY GRANT CONTRACT**

This grant award contract is made by and between the **Department of Environmental Quality** (hereinafter referred to as the "Department") and the **Town of Dumfries** (hereinafter referred to as the "Grantee"). The parties to this grant award contract, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

**PROJECT DESCRIPTION:** The Grantee shall carry out the project as set forth in the Contract Documents.

**PROJECT PERIOD:** The project shall commence on December 1, 2013 and shall terminate no later than December 31, 2014, the period of performance being thirteen (13) months.

**PAYMENTS:** The Department shall pay the Grantee quarterly on a cost reimbursement basis, a total not-to-exceed sum \$32,500. The said sum, together with the matching funds provided, shall include all expenses for the project. Payment shall be made upon submission of invoices and/or other appropriate documentation of program expenditures, progress reports and final reports as specified in the "Contract Documents" referenced below, and their acceptance by the Department:

Pre-Award Costs: The Department will pay pre-award costs for eligible activities / components specified in the Scope of Work approved by the Department, and subsequent to July 1, 2013. The Grantee shall report on all DEQ approved all pre-award activities / components in accordance with the "Reporting" requirements specified in the "Contract Documents" (i.e. the quarterly progress and financial reports); and shall report all approved pre-award activities / components with the first required report submittal.

The Department is under no obligation to reimburse unauthorized work performed prior to the commencement or after the expiration of the contracted time of performance. The Department reserves the right to withhold a minimum of 5% of the Grantee's total grant allocation until the final grant report and all services, reports and deliverables are received and approved by the Department.

Acceptance of work completed under this grant award contract shall be decided at the sole discretion of the Department and shall be final. The Grantee shall spend the funds according to the specified categories of the grant award contract budget set forth in the Attachments A and B. Minor shifts of the funds among categories by the Grantee, not to exceed 10% of any budget line item are permissible. Shifts in funds exceeding 10% of budget line items must be approved in writing by the Department. Any cost overruns incurred by the Grantee during the time of performance shall be the responsibility of the Grantee.

**INVOICE ORIGINALS SHALL BE SENT TO:**

DEPARTMENT OF ENVIRONMENTAL QUALITY  
ATTENTION: ACCOUNTS PAYABLE  
P.O. BOX 1105  
RICHMOND, VIRGINIA 23218-1105

OR OFM@DEQ.VIRGINIA.GOV

**THE REPORTING REQUIREMENTS ARE AS FOLLOWS:**

**Report Due Date**

Quarterly (Progress / Financial) Reports

Per the "Project Workplan"

EPA Form 5700-52A, MBE/WBE Utilization

Completion of Project

Lobbying and Litigation Certification Form or  
Disclosure of Lobbying Activities Form

No Later Than 30 Days  
After Close of Contract Period

**THE CONTRACT DOCUMENTS SHALL CONSIST OF:**

- (1) This signed form;
- (2) The Project Workplan ("Scope of Work," to include, as approved by the Department: "Attachment A," "Form A," "Attachment B" ("Form B") and "Attachment C" ("Form C");
- (3) The General Terms and Conditions; and
- (4) The Special Terms and Conditions.

**PRECEDENCE OF TERMS:** In the event of a conflict between or among terms in the documents included in this contract, the following documents control in order from the most important to the least important: Special Terms and Conditions; General Terms and Conditions; the signed Grant Contract form; and the Project Workplan.

IN WITNESS THEREOF, the parties have caused this grant award contract to be duly executed intending to be bound thereby.

**GRANTEE**

**DEPARTMENT OF ENVIRONMENTAL QUALITY**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Date

\_\_\_\_\_  
Valerie E. Thomson Date  
Director of Administration

TO: Richard West  
Name

Director of Public Works  
Title

Town of Dumfries  
Government Agency or Organization

SUBJECT: 15727  
Contract Number

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(For Interagency Contracts)

### QUALIFIED CERTIFICATION OF VENDOR RELATIONSHIP

I certify that all of the funds from the proposed project provided by the Department of Environmental Quality to \_\_\_\_\_ should be classified by \_\_\_\_\_ as a Vendor Relationship, for the sale of goods or services to the Department of Environmental Quality.

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(For Grant Contracts)

### CERTIFICATION OF SUB-RECIPIENT RELATIONSHIP

I certify that all of the funds provided by the Department of Environmental Quality to the Town of Dumfries for the attached proposed project should be classified by the Town of Dumfries as sub-recipient grants, not as sales of goods or services to the Department of Environmental Quality.

If certified as a sub-recipient, indicate whether fund is:

\_\_\_\_\_ State                        X   Federal

If Federal:

CFDA Number      66.466

Federal Sponsor      EPA

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Signature \_\_\_\_\_ Date \_\_\_\_\_

Valerie E. Thomson  
Director of Administration  
Telephone: (804) 698-4157

**SCOPE OF SERVICE**  
**Town of Dumfries, Stormwater**  
**Management Program Development and Implementation**  
**DEQ Grant Agreement: "Contract No." 15727**

<i>Name of Organization:</i>	Town of Dumfries		
<i>Mailing Address</i>	17755 Main Street, Dumfries, Virginia 22026		
<i>Contact Person:</i>	Richard West	<i>Work Title:</i>	Director of Public Works
<i>Contact Phone #:</i>	(703) 221-3544	<i>Email:</i>	rwest@dumfriesva.gov
<i>Organizational FIN:</i>	54-0836453	<i>Duns &amp; Brad Street Number</i>	113171586
<i>Start Date:</i>	December 1, 2013	<i>End Date:</i>	December 31, 2014
<i>Grant Amount:</i>	\$32,500	<i>Match Amount:</i>	\$32,500
<i>Chesapeake Bay?</i>	Yes		

Pursuant to the Virginia Water Quality Improvement Act of 1997, the Virginia General Assembly created the Water Quality Improvement Fund to provide funding for point and nonpoint source water quality improvements throughout the Commonwealth. DEQ has received grants from the United States Environmental Protection Agency under the Clean Water Act Section 117 Chesapeake Bay Regulatory and Accountability Program, Catalog of Federal Domestic Assistance Number 66.466. This Agreement is a sub-grant award, from DEQ to the Grantee, of said state and federal grant funds. As a sub-grant award, this contract is subject to applicable EPA statutory and regulatory provisions pursuant to Title 40 CFF chapter 1 parts 1-49 and the cost principles enumerated in the appropriate code of federal regulations.

**Project Abstract:** The main objective of the phase II grant application is to provide the proper tools, training, and staff needed to operate the newly developed stormwater management program for Town of Dumfries.

**Scope of Service:** The Grantee shall provide the services to DEQ set forth in the agreement documents and, specifically, as defined in this Scope of Work (Attachment A). All deliverables shall conform to accepted standards and practices. The Grantee shall provide DEQ with quarterly reports, all listed deliverables and a final report, in narrative and financial report form, detailing the progress of work set forth in the agreement documents. Incomplete or inaccurate reports may result in reimbursement delays. These reports shall be certified by an authorized agent of the Grantee as being true and accurate to the best of the Grantee's knowledge, as indicated by their signature on Financial Report Form B (Attachment B). Each quarterly report, due on the 15th of the month following the completion of each quarter, shall contain the following:

- A programmatic narrative – Describe the progress in fulfilling the Scope of Work (Attachment A) and activities for each deliverable listed in the Milestone Table. Provide both accomplishments and challenges and progress status of the various aspects of the project.
- Quarterly Progress Report Summary Form A– Summarize the programmatic narrative and complete this form for each quarter. DEQ will submit this form to EPA and the Commonwealth of Virginia after which its content will be available on publicly accessible websites.
- An updated Project Financial Report Form B (Attachment B) - Summarize expenses incurred in the appropriate columns under "DEQ Funds" and Grantee contributions under "Match Funds." This

form also serves as the reimbursement request, or invoice, for the Grantee; therefore, only electronic copies with the original authorized signature will be accepted by DEQ. Original Attachment Bs must be kept on file by the Grantee for a minimum of 5 years.

Financial Narrative: A financial narrative must include itemized details of expenditures by budget category. This narrative may be submitted in lieu of receipts; however, DEQ may request receipts and detailed financial accounting if the financial narrative does not provide enough detail to justify expenditures. The financial narrative should include any required employee time reporting forms required to meet federal reporting rules as outlined in the available Grant Project Management Manual. A template is available for project sponsors to use; and will be available upon request from the project manager for the grant and will be available on the DEQ website:

<http://www.deq.virginia.gov/Programs/Water/CleanWaterFinancingAssistance/NonpointSourceFunding/GrantProjectManagementManual.aspx>. Requests for reimbursement shall be included in the Grantee's quarterly report, which shall include the Grantee's receipt, purchase order, invoice or other appropriate form of documentation for each expense; each reimbursement request shall be for a minimum of \$1,000 (i.e. an aggregate of all applicable budget categories / line items). The DEQ will not process a reimbursement request for less than \$1,000; and will not reimburse the Grantee for any unauthorized expense.

- An updated Milestone Table Form C (Attachment C) – Enter “Actual Completion Date” for specific tasks on the table and provide relevant notes. Inform DEQ of any expected delays in accomplishment of milestones and provide revised completion dates.

The final report, due within 30 days after the agreement termination date, shall summarize all major project accomplishments and challenges, as well as expenditures and matching contributions during the period after the project began through the completion of all required work. Photographs taken before, during and after project implementation should be included in the final report. The final reimbursement request must be submitted with the final report. DEQ will not reimburse any requests received more than 30 days after the agreement termination date.

### **Program Objectives And Deliverables:**

#### **General Program Administration**

- 1) Ensure that there is adequate coordination with DEQ Regional Office staff before the deliverables listed in item 3 are finalized.
- 2) Assure that all project expenditures are in compliance with grant terms and conditions and standard federal cost-principles.
- 3) All required materials for the VSMP program are submitted
  - a. preliminary final VSMP Package to DEQ by 12/15/2013
  - b. Submission of a final VSMP Package to DEQ by 4/1/2014

#### **Geographic Description or Location of Project:**

Town of Dumfries

#### **Project Partners and/or Participating Jurisdictions:**

None

**General Work Plan:**

The main objective of the phase II grant application is to provide the proper tools, training and staff needed to operate the newly developed stormwater management program for Town of Dumfries. Additional details of the work plan are contained below.

The Director is a Certified Combined Administrator for erosion and sediment control. The Director will take the Basic Stormwater class this fall. The Town's staffing plan includes a plan reviewer. This position will perform plan review as well as other functions related to maintaining the program which augment the functions described below. This position is estimated to cost \$35,000 per year.

The Town will procure non-capital equipment and tools to assist with the administration of the VSMP program. This includes a computer and accessories for the plan reviewer. The estimated cost is \$10,000.

A consultant will be required to assist in establishing BMP data collection and tracking procedures, as well as development of local manuals, such as policies and procedures for reviewing and approving stormwater management plans and pollution prevention plans; formalized inspection procedures and a uniform record keeping system. The Town has budgeted \$20,000 for outside consultant services.

**Products/Outcomes:**

The following deliverables will be provided through this grant:

- Preliminary final stormwater management ordinances
- Locally adopted stormwater management ordinances
- Final local program funding and staffing plans
- Stormwater plan review and approval procedures
- Policies and/or procedures for obtaining and releasing of bonds
- Requirements for SWM site inspections
- Requirements for long-term inspection and maintenance of SWM BMPs
- Policies and/or procedures for the SWM program enforcement
- BMP data collection and tracking procedures
- Stormwater technical manual
- Staff stormwater training and education

The Grantee shall submit a quarterly report (accompanied by a cover letter) to DEQ that includes the following reports:

- 1) **Progress Reports:** the Grantee shall report progress quarterly to DEQ through a narrative summary of accomplishments that relates to the scope of service and any key milestones; and shall submit a completed "Quarterly Progress Report Summary" (Form A), which shall include a brief summary of key accomplishments. The contents from this form will be submitted by DEQ to EPA and other entities for public posting.
- 2) **Financial Reports:** The Grantee shall submit a financial narrative, financial reporting form or invoice (Attachment/Form B, signed and scanned and included as the 2<sup>nd</sup> page of the report), which shall be used

to track expenditures throughout the grant agreement and reimbursement requests from the grantee; and shall submit a breakdown of expenditures and activities.

Reimbursement requests shall:

- Be submitted at the Grantee's actual costs;
- Be submitted in accordance with the "general Terms and Conditions," as applicable, for "food/refreshments" and/or "Employee Administration and Costs";
- As applicable, shall not exceed the current Commonwealth of Virginia ("COVA"; refer to the "Commonwealth Accounting Policies and Procedures (CAPP) Manual"/"Travel Regulations" at [http://www.doa.virginia.gov/Admin\\_Services/CAPP/CAPP\\_Alpha\\_Listing.cfm](http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Alpha_Listing.cfm)) local per diem schedule;
- Shall relate to the grant scope of work; and
- Include a copy of the Grantee's receipt, purchase order, invoice or other appropriate form of documentation for each expense included in the request for reimbursement.

Financial Narrative: A financial narrative must include itemized details of expenditures by budget category. The financial narrative should include any required employee time reporting forms required to meet federal reporting rules as outlined in the available Grant Project Management Manual. A template is available for project sponsors to use; and will be available upon request from the project manager for the grant and will be available on the DEQ website: <http://www.deq.virginia.gov/Programs/Water/CleanWaterFinancingAssistance/NonpointSourceFunding/GrantProjectManagementManual.aspx>. Requests for reimbursement shall be included in the Grantee's quarterly report, which shall include the Grantee's receipt, purchase order, invoice or other appropriate form of documentation for each expense; each reimbursement request shall be for a minimum of \$1,000 (i.e. an aggregate of all applicable budget categories / line items). The DEQ will not process a reimbursement request for less than \$1,000; and will not reimburse the Grantee for any unauthorized expense.

- 3) Submission Requirements: The Grantee shall submit all quarterly reports and forms (including grant invoices {Form B} and reimbursement requests):
- a. Via email to DEQ's Office of Financial Management at [OFM@DEQ.virginia.gov](mailto:OFM@DEQ.virginia.gov) with a copy to the assigned DEQ project manager and the grant manager; the E-mail shall include the grant agreement number in the subject line. The subject line of the submission email should include the grant agreement number.
  - b. According to the following schedule:

SUBMITTAL DATE

January 15, 2014  
April 15, 2014  
July 15, 2014  
October 15, 2014  
January 15, 2015

PERIOD COVERED

October 1, 2013 – December 31, 2013  
January 1, 2014 – March 31, 2014  
April 1, 2014 – June 30, 2014  
July 1, 2014 – September 30, 2014  
October 1, 2014 – December 31, 2014

**Compensation:**

DEQ shall release the grant award to the Grantee on a cost-reimbursement basis upon receipt and approval of the Grantee's quarterly and final reports and deliverables as required by this agreement (to include the milestone table {Attachment C}), or at other times agreed to by DEQ. The Grantee shall spend the funds according to the specified categories of the agreement budget set forth in the Attachments A and B; and shall obtain prior written approval from the DEQ grant manager, for any reallocation of funds among budget line items and categories.



Local Stormwater Program Grant, Phase II  
Town of Dumfries  
Attachment A-Scope of Work

This agreement provides a total of \$21,264 in Federal Section 117 CBRAP funding and \$11,236 of State WQIF funds to the Grantee. The Grantee shall submit all expenditures and reimbursement requests related to this grant in accordance with the "REPORTING" requirements specified in this agreement.

Funds provided through this agreement, will be disbursed by DEQ at least quarterly upon the receipt of the Grantee's completed and signed "financial report" form (Form B). Any unspent funds remaining on 12/31/14 will revert to DEQ. The Grantee shall complete and have paid for all activities by 12/31/14.

No grant or match funds may be utilized for the following purposes/activities:

- Capital expenditures of furniture and equipment; including desks, filing cabinets, lamps, etc.
- Fees, dues or other expenses related to membership or registration in any local, regional, State, national or international organization
- Payment of staff who are not specifically listed in the previously submitted Stormwater Program "Funding and Staffing Plan"
- Food or refreshments that are not specifically approved by DEQ in advance per associated grant terms and conditions.

The Grantee shall spend the funds according to the specified categories of the agreement budget set forth in the Attachments A and B. Minor shifts of funds among categories by the Grantee, not to exceed 10% of any budget line item (cumulatively) are permissible. Shifts in funds exceeding 10% of budget lines items must be approved in writing by DEQ.

Any cost overruns incurred by the Grantee during the agreement's period of performance shall be the responsibility of the Grantee. Any unspent funds at the end of the grant will be returned back to DEQ.

**Satisfactory Progress:**

DEQ will assess performance of grant work through the review of required elements submitted in December and April. In addition there will be interim evaluations of the grantee's performance and an assessment of implementation during the grant agreement, which will be held no later than July 1, 2014. DEQ will also expect to schedule a project close-out meeting within the last 3 months of the project.

**Budget Detail:**

1. <b>Personnel:</b>		
a) Plan Reviewer		\$35,000
2. <b>Fringe Benefits:</b>	None	
3. <b>Travel:</b>	None	
4. <b>Supplies:</b>		\$10,000
5. <b>Contractual:</b>		\$20,000
6. <b>Other Direct:</b>	None	
7. <b>Indirect:</b>	None	
<b>TOTAL</b>		<b>\$65,000</b>



**Project Timeline:**

**Timeline/Milestone Table**

Milestone	Target Completion Date
Phase II grant activities begin	October 1, 2013
Recruit and Hire Plan Reviewer	November 1, 2013
Develop Task Order for Consultant to develop policies and procedures and training program	November 1, 2013
Submit preliminary final package to DEQ including funding and staffing plan and final draft stormwater management ordinance ( <i>Phase I grant activity</i> )	By December 15, 2013
Present Draft Stormwater Management Ordinance to Council at Work Session	January, 2014
Hold Public Hearing for Stormwater Management Ordinance and Adopt the Ordinance	February, 2014
Submit Final Package for Review by DEQ	April 1, 2014
Town of Dumfries commence local VSMP program authority	July 1, 2014
End date for Phase II grant activities	December 31, 2014

## FORM A: NARRATIVE PROGRESS REPORT

### Stormwater Management Program Development and Implementation

Please submit this form *electronically*, along with the rest of the quarterly report material to DEQ Office of Financial Management ([OFM@deq.virginia.gov](mailto:OFM@deq.virginia.gov)) and CC your DEQ Project Manager

Project Title			
Grant Contract #	15727		
Reporting Period	Select reporting quarter	Select reporting year	
Organization			
Name & Title of Individual Reporting		Date	

**Quarterly Progress Summary:** Summarize major project accomplishments and challenges this quarter

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### Quarterly Report Narrative

- A. Provide a detailed description of activities in support of **the development and submission of a stormwater management program** (e. preliminary VSMP package, ordinance developed/approved, SWM plan review and approval policies and/or procedures developed, etc. ) in the project area. Include information about contracted and completed projects, deliverables submitted, and training conducted.

- B. Describe any critical **challenges** you are facing in the project area with respect to meeting grant deliverables. Note potential solutions you are considering to these challenges.

- C. Supplemental reporting materials (check all that are attached)

Project photos ☐

Project publications ☐

Project reports ☐

Other ☐  
(please describe)

**COMMONWEALTH OF VIRGINIA**  
**Department of Environmental Quality**

**Attachment B**

Project Financial Report Form  
 Virginia Water Quality Improvement Fund and Chesapeake Regulatory and Accountability Program Grant  
 DEQ Grant Agreement: "Contract No." 15727

DUNS #	113171586		
Federal ID #	54-0836453		
Grantee:	Town of Dumfries	Phone #:	(703) 221-3544
Contact Person:	Richard West	Email:	rwest@dumfriesva.gov
Mailing Address	17755 Main Street, Dumfries, Virginia 22026		
Project Title:	Local Stormwater Management Program Development and Implementation		
Reporting Period:	December 1, 2013	December 31, 2014	
	(beginning date)	(end date)	
	January - March		2013
	April - June		2014
	July - September		
	October - December		

**DEQ Funds**

	Project Budget	Current Expenditures	Cumulative Expenditures	Unexpended Project Balance
Personnel	17,500.00	-	-	17,500.00
Fringe		-	-	-
Travel		-	-	-
Equipment		-	-	-
Supplies	5,000.00	-	-	5,000.00
Contractual	10,000.00	-	-	10,000.00
Construction		-	-	-
Other Direct		-	-	-
<b>*TOTAL</b>	<b>32,500.00</b>	<b>-</b>	<b>-</b>	<b>32,500.00</b>

**Total Reimbursement Request:**                     -

**MATCH Funds**

	Project Match Budget	Current Match Expenditures	Cumulative Match Expenditures	Unexpended Match Balance
Personnel	17,500.00	-	-	17,500.00
Fringe		-	-	-
Travel	-	-	-	-
Equipment		-	-	-
Supplies	5,000.00	-	-	5,000.00
Contractual	10,000.00	-	-	10,000.00
Construction		-	-	-
Other Direct	-	-	-	-
Indirect	-	-	-	-
<b>TOTAL</b>	<b>32,500.00</b>	<b>-</b>	<b>-</b>	<b>32,500.00</b>

**Authorized Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Water Quality Improvement Fund and  
Chesapeake Bay Regulatory and Accountability Program  
COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF ENVIRONMENTAL QUALITY GRANT CONTRACT  
DEQ Grant Agreement: "Contract No."15727

**PHASE 2 - Timeline/Milestone Table**

Sponsor: *Town of Dumfries*

Name of Project: *Stormwater Management Program Development and Implementation*

Milestone	Target Completion Date	Progress / Status
Phase II grant activities begin	October 1, 2013	
Recruit and Hire Plan Reviewer	November 1, 2013	
Develop Task Order for Consultant to develop policies and procedures and training program	November 1, 2013	
Submit preliminary final package to DEQ including funding and staffing plan and final draft stormwater management ordinance ( <i>Phase I grant activity</i> )	By December 15, 2013	
Present Draft Stormwater Management Ordinance to Council at Work Session	January, 2014	
Hold Public Hearing for Stormwater Management Ordinance and Adopt the Ordinance	February, 2014	
Submit Final Package for Review by DEQ	April 1, 2014	
Town of Dumfries commence local VSMP program authority	July 1, 2014	
End date for Phase II grant activities	December 31, 2014	

## Substitute DEQ MBE\_WBE Report Form

Subrecipient Name: \_\_\_\_\_ DEQ Contract Number \_\_\_\_\_

Name and Telephone Number \_\_\_\_\_ Date Submitted \_\_\_\_\_

## MBE/WBE PROCUREMENTS DURING REPORTING PERIOD

Annual \_\_\_\_\_ 1st (Oct-Dec) \_\_\_\_\_ 2nd (Jan-Mar) \_\_\_\_\_ 3rd (Apr-Jun) \_\_\_\_\_ 4th (Jul-Sep) \_\_\_\_\_

**Total Dollars Procured in this Contract Period: \$** \_\_\_\_\_

**PART II.**

1. Procurement Made Subrecipient	2. Business Enterprise		3. \$ Value of Procurement	4. Date of Procurement (MM/DD/YY)	5. Type of Product/Service	6. Name/Address/Phone Number of MBE/WBE Contractor or Vendor
	Minority	Women				

Column 5 - Type of product or service codes:

1 = Construction

2 = Supplies

3 = Services

4 = Equipment

**Note: Refer to Terms and Conditions of your Subrecipient Contract to determine the frequency of reporting**

## **INSTRUCTIONS FOR COMPLETING MBE/WBE FORM**

1. Fill in your Organization's Name (Subrecipient Name field)
2. Fill in the DEQ Contract Number that was assigned to your contract
3. Fill IN THE Name and Telephone Number of person completing the form
4. Fill in Date Submitted
5. Under the MBE/WBE Procurements during Report period
  - a. Check the appropriate time period of reporting
6. Under Total Dollars Procured in this Contract period provide: Total Dollar Amount of Purchases

### **Part II Provide the following information**

2. Business Enterprise (Check Minority or Women)
3. Provide the dollar value procured from Vendor
4. Type in date of purchase (MM/DD/YY format)
5. Type of Product or Service = use the number associated (see bottom of page)
  1. Construction, 2. Supplies, 3. Services, 4 Equipment
6. Provide Name, Address of MBE/WBE Vendor





# LOBBYING AND LITIGATION CERTIFICATION FOR GRANTS AND COOPERATIVE AGREEMENTS\*

## INSTRUCTIONS:

\*At project completion, complete this form pursuant to the 2001 Department of Veterans Affairs and Housing and Urban Development, and Independent Appropriations Act, Public Law 106-377, Section 424 and 2000 Department of Veterans Affairs and Housing and Urban Development, and Independent Appropriations Act, Public Law 106-74, Section 426 and any other subsequent Appropriation Act requirements.

Please mail this form to your DEQ Grants Manager within 5 days of project completion. DO NOT send this information to the Office of Management & Budget.

Assistance Agreement Number(s):

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I hereby certify that none of these funds have been used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

\_\_\_\_\_  
Signature of the Chief Executive Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**Burden Statement** - The annual public reporting and record keeping burden for this collection of information is estimated to average 5 minutes per respondent. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The OMB control numbers for EPA's regulations are listed in 40 CFR Part 9 and 48 CFR Chapter 15.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Regulatory Information Division, U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Mail Code 3213A, Washington, DC 20460; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, 725 17th Street, N.W., Washington, DC 20503, Attention: Desk Officer for EPA. Include the EPA ICR number and OMB control number in any correspondence.

## DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known: <sup>4c</sup>		<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>   Congressional District, if known:
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$	
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):	<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**GENERAL TERMS AND CONDITIONS  
FOR FEDERALLY FUNDED GRANT CONTRACTS (DEQ)**

1. **ACORN FUNDING PROHIBITION:** In compliance with section 163 of the Continuing Appropriations Resolution, 2010, Division B of Pub. L. No. 111-68 (CR), none of the funds made available by this joint resolution or any prior Act may be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, or allied organizations. Federal agencies are expressly prohibited from providing funds to ACORN and its associated organizations directly through grants and cooperative agreements (financial assistance). The prohibition also extends to subgrants/subawards and procurement contracts awarded by financial assistance recipients.
2. **APPLICABLE LAWS:** This Contract shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia.
3. **APPLICATION FOR ASSISTANCE:** If grant funding assistance is continued year to year, the Grantee shall submit a complete application, including the proposed workplan, to the Department at least 75 days prior to the beginning of the next project period unless otherwise specified in the Special Terms and Conditions.
4. **ASSURANCES - CONSTRUCTION PROJECTS:** By entering this contract, the authorized representative of the Grantee certifies that, if applicable, the Grantee will comply with the following requirement: Parts II and III of Executive Order 11246 (30 F.R. 12319, 1965) as amended by Executive Orders 11375 (32 F.R. 14303, 1967) and 12086 (43 F.R. 46501, 1978) requiring federally assisted construction contracts to include the nondiscrimination provisions of § 202 and 203 of that Executive Order and Department of Labor regulations implementing Executive Order 11246 (41 CFR § 60-1.4(b), 1991).
5. **ASSURANCES - NON-CONSTRUCTION PROGRAMS:** By entering this contract, the authorized representative of the Grantee certifies that it is in compliance with each of the following applicable requirements:
  - (a) Has the legal authority to apply for federal assistance, and institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management and completion of the project description.
  - (b) Will give the Department, the awarding federal agency, and the Comptroller General of the United States, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the agreement; and will establish a proper accounting system in accordance with generally accepted accounting standards or Department directives.
  - (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
  - (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the Department.
  - (e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. § 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
  - (f) Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits

discrimination on the basis of sex; (3) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (4) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (5) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (6) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, related to nondiscrimination on the basis of alcohol abuse or alcoholism; (7) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (8) Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (9) The Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 et seq.) prohibiting discrimination on the basis of disability; (10) any other nondiscrimination provisions in the specific statute(s) under which these federal funds are being paid; and (11) the requirements of any other nondiscrimination statute(s) which may apply to the contract.

(g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

(h) Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

(i) Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subcontracts.

(j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

(k) Will comply with environmental standards which may be prescribed pursuant to the following: (1) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (2) notification of violating facilities pursuant to EO 11738; (3) protection of wetlands pursuant to EO 11990; (4) evaluation of flood hazards in floodplains in accordance with EO 11988; (5) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (6) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.); (7) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (8) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

(l) Will comply with Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of national wild and scenic rivers system.

(m) Will assist the Department in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

(n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.



- (o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
  - (p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
  - (q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
  - (r) Will comply with all applicable requirements of all other federal laws, executive orders, regulations and policies governing this program.
6. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the Department shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.
7. **CERTIFICATION - CONFLICT OF INTEREST:** The Grantee warrants that it has fully complied with the State and Local Government Conflict of Interests Act.
8. **CERTIFICATION - DRUG-FREE WORKPLACE:** The Grantee warrants that it shall comply with the provisions of Public Law 100-690, Title V, Subtitle D, "Drug-Free Workplace Act of 1988", and all applicable federal implementing regulations, including 15 CFR Part 26 or 40 CFR Part 32, which require that the Grantee take steps to provide a drug-free workplace.

The Grantee certifies that it will or will continue to provide a drug free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace
  - (2) The Grantee's policy of maintaining a drug free workplace
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs, and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the Contract, the employee will:
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the Department in writing, within ten calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction.
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:
  - (1) Taking appropriate personnel action against such employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance of rehabilitation program approve for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

**9. CERTIFICATION - LOBBYING:** The Grantee certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative contract, Standard Form-LLL, "Disclosure Form to Report Lobbying" will be completed and submitted, in accordance with its instructions.

(c) That the language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative contracts) and that all subrecipients shall certify and disclose accordingly.

**MUST BE INCLUDED IN ALL SUBAWARDS EXCEEDING \$100,000:** The Grantee agrees to comply with the Title 40 CFR Part 34, New Restrictions on Lobbying. Grantees must submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any Grantee who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

Grantees shall ensure that no grant funds awarded under the federal grant contract are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The Grantee shall abide by its OMB Circular (A-21, A-87, or A-122), which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.

**STATEMENT FOR LOAN GUARANTEES AND LOAN INSURANCE:** The Grantee agrees that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**10. CERTIFICATION - NONDISCRIMINATION:** During the performance of this Contract, the Grantee agrees as follows:

(a) The Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Grantee. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) The Grantee, in all solicitations or advertisements for employees placed by or on its behalf, will state that such Grantee is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The Grantee will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

**11. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:** The recipient shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." The recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," including a term or condition requiring compliance with Subpart C. The recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. The recipient acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment. The recipient may access the Excluded Parties List System at <http://epls.arnet.gov>. This term and conditions supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

**12. CIVIL RIGHTS OBLIGATIONS:**

**General:**

This term and condition incorporates by reference the signed assurance provided by the recipient's authorized representative on: 1) EPA Form 4700-4, "Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance"; and 2) Standard Form 424B or Standard Form 424D, as applicable. These assurances and this term and condition obligate the recipient to comply fully with applicable civil rights statutes and implementing EPA regulations.

**Statutory Requirements:**

In carrying out this agreement, the recipient must comply with:

Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP), by entities receiving Federal financial assistance.

Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and

The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving Federal financial assistance.



If the recipient is conducting an education program under this agreement, it must also comply with:

Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities operated by entities receiving Federal financial assistance.

If this agreement is funded with financial assistance under the Clean Water Act (CWA), the recipient must also comply with:

- Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex in CWA-funded programs or activities.

**Regulatory Requirements:**

The recipient agrees to comply with all applicable EPA civil rights regulations, including:

- For Title IX obligations, 40 C.F.R. Part 5; and
- For Title VI, Section 504, Age Discrimination Act, and Section 13 obligations, 40 C.F.R. Part 7.
- As noted on the EPA Form 4700-4 signed by the recipient's authorized representative, these regulations establish specific requirements including maintaining compliance information, establishing grievance procedures, designating a Civil Rights Coordinator, and providing notices of non-discrimination.

**Title VI — LEP, Public Participation and Affirmative Compliance Obligation:**

- As a recipient of EPA financial assistance, you are required by Title VI of the Civil Rights Act to provide meaningful access to LEP individuals. In implementing that requirement, the recipient agrees to use as a guide the Office of Civil Rights (OCR) document entitled *"Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons."* The guidance can be found at [http://frwebgate.access.gpo.gov/cqi-bin/cqideoc.cqi?dbriame=2004\\_register&docid=fr25M04-79.pd](http://frwebgate.access.gpo.gov/cqi-bin/cqideoc.cqi?dbriame=2004_register&docid=fr25M04-79.pd)
- If the recipient is administering permitting programs under this agreement, the recipient agrees to use as a guide OCR's Title VI Public Involvement Guidance for EPA Assistance Recipients Administering Environmental Permitting Programs. The Guidance can be found at <http://edocket.access.gpo.gov/2006/pdf06-2691.pdf>.
- In accepting this assistance agreement, the recipient acknowledges it has an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. The recipient must be prepared to demonstrate to EPA that such compliance programs exist and are being implemented or to otherwise demonstrate how it is meeting its Title VI obligations.

**13. COLLATERAL CONTRACTS:** Where there exists any inconsistency between this Contract and other provisions of collateral contracts which are made a part of this Contract by reference or otherwise, the provisions of this Contract shall control.

**14. CREATION OF INTELLECTUAL PROPERTY:** All intellectual property, including Subject Inventions and copyrightable material, created pursuant to this contract shall be considered work made for hire and shall belong exclusively to DEQ. Neither party intends any intellectual property created pursuant to this contract, together with any other copyrightable material with which it may be combined or used, to be a "joint work" under the copyright laws. If any copyrightable material created pursuant to this contract cannot be deemed work made for hire or deemed part of a joint work, the Grantee does hereby irrevocably assign its entire interest in such material or work to DEQ and shall execute and deliver such further documents as the DEQ may reasonably request for the purpose of acknowledging or implement such assignment. DEQ hereby grants the

Grantee a license to use the materials, so owned, for public, not-for-profit purpose within the territory of the Commonwealth.

A copyright notice shall be placed in an appropriate location on any copyrightable material being distributed or published. Such notice shall include (1) either the symbol "(c)", the word "Copyright" or the abbreviation "Copr.", (2) the year of first publication, and (3) the name of the copyright owner (the DEQ). This information shall be followed by the words, "all rights reserved".

15. **DISCLAIMER:** Nothing in this Contract shall be construed as authority for either party to make commitments which will bind the other party beyond the project or work contained herein. Furthermore, the Grantee shall not assign, sublet, or subcontract any work related to this Contract or any interest it may have herein without the prior written consent of the Department.
16. **DOCUMENTS:** The Grantee may retain any reports, studies, photographs, negatives, or other documents prepared by the Grantee in the performance of its obligations under this Contract and not required to be delivered to the Department. The Department shall have the copyright to all such materials, and unlimited rights to use any such materials. Where necessary for the Department's full enjoyment of its copyrights and other rights referenced in this Contract, the Grantee shall provide a clear, reproducible copy of such materials (machine readable upon request) to the Department.

The Grantee has permission to reproduce and distribute any material or documents prepared by the Grantee and for which the Department owns the copyright, but only where necessary or expeditious to the performance of the Grantee's obligations under this contract.

This provision applies only to materials or documents developed with contract funds. It does not apply to materials or documents previously copyrighted or registered under the Grantee's copyright or trademark or to materials or documents which are developed with other funds.

17. **DUN AND BRADSTREET DATA UNIVERSAL NUMBERING SYSTEM (DUNS):** To implement the Federal Financial Accountability and Transparency Act (FFATA), it requires sub-recipients for federal awards to have a Dun and Bradstreet Data Universal Numbering System (DUNS) number, and it is strongly recommended that the sub-recipient register in the Central Contractor Registry (CCR) system.
18. **EMPLOYEE ADMINISTRATION AND COSTS:** In the event this Agreement provides funds to the Grantee for personnel or personnel related expenditures, the Grantee shall be solely responsible for all: (a) personnel administration and obligations, to include, but not limited to: hiring, evaluations, termination, etc.; and (b) costs, to include, but not limited to: payment for leave, unused time, unemployment insurance and unforeseen employment liabilities (e.g. unemployment compensation, leave pay out, workers compensation, etc.). The DEQ shall not assume any responsibilities or obligations as an employer; nor shall the DEQ assume any liability (during or after the term of this Agreement) for personnel related costs incurred by the Grantee in order to fulfill its obligations under this Agreement (except as noted below):
- Note: The DEQ may, in its sole discretion and as specifically allowed in this Agreement, or in accordance with the overriding federal costs principles, reimburse the Grantee for salary and eligible fringe costs incurred during the performance of this Agreement.
19. **FAIR SHARE GOAL: GENERAL COMPLIANCE, 40 CFR, PART 33:** The Grantee agrees to comply with the requirements of EPA's Program for Utilization of Minority and Women's Business Enterprises (MBE/WBE) in procurement under assistance agreements, contained in 40 CFR, Part 33.

**SIX GOOD FAITH EFFORTS, 40 CFR, PART 33, SUBPART C (Section 33.301):** Grantee agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under this grant contract and prime contractors also shall comply. Records documenting compliance with the six good faith efforts shall be retained.

(a) Ensure Disadvantaged Business Enterprises (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and local government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local government recipients, this will include dividing total requirements when economically feasible into smaller task or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce or VA Department of Minority Business Enterprise (DMBE) in finding DBEs. MBE/WBE businesses must now be officially certified as such in order to be counted towards an EPA grantee's 'Fair Share' MBE and WBE goals accomplishments.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

Grantee agrees to complete the Substitute DEQ MBE/WBE Report Form (copy attached) semi-annually on awards of subcontract(s) to a minority or women's business. Reports shall continue until the final subcontract is awarded, whether or not a sub-contract(s) is awarded to a minority or women's business in the subsequent quarters. Reports shall be submitted according to the following schedule:

<u>Period</u>	<u>Report Due</u>
April 1 - September 30	October 15
October 1 - March 31	April 15

Reports shall include all subcontracts made by the Grantee with minority or women's businesses. Reports may, but are not required to, include subsequent tiers of subcontracts. Reference BIDDERS LIST, 40 CFR, Section 33.501(b) and (c) – Grantee agrees to create and maintain a bidders list.

- 20. FEDERAL AND NON-FEDERAL COST SHARING RELATED TO GRANTS:** If actual allowable project costs are less than the total approved estimated budget, the federal and non-federal cost share ratio as reflected in the approved estimated budget shall apply. If actual allowable costs are greater than the total approved estimated budget, the federal share shall not exceed the total federal dollar amount as reflected in the contract.
- 21. FINANCIAL RECORDS AVAILABILITY:** The Grantee agrees to retain all books, records, and other documents relative to this contract for five years after final payment, or until audited by an independent auditor, whichever is earlier. The Department, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- 22. FIRE SAFETY:** Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a, the Grantee agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel fire Safety Act (PL 101-391, as amended). Grantees may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

**23. FISCAL CONTROL:** The Grantee shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, contract funds. The Grantee shall for the purpose of this contract:

- (a) Provide all accounting, bookkeeping, fiscal, and administrative services required by or related to this Contract.
- (b) Request partial payment due from the Department in accordance with the terms of this Contract.
- (c) Maintain appropriate support for all expenditures incurred and maintaining all books, documents, papers, accounting records, and other evidence supporting the costs incurred associated with this Contract. It shall make such materials available at its offices at all reasonable times during the Contract period, and for three years from the date of final payment under this Contract, for inspection and audit by the Department or any authorized representative of the Department.

**24. FOOD AND REFRESHMENTS:** Grant funds shall not be used for food/refreshments at activities/events (e.g. meetings, workshops, training, field days or conferences) unless the objectives of the event would be compromised if food/refreshments were not provided. The criteria to be used to determine whether an event qualifies and providing food/refreshments is reasonable and appropriate include:

- The length of the event (the event lasts all day, usually at least 6 hours);
- It is impractical for participants to obtain lunch on their own (due to isolation or distance to restaurants or their office);
- It can be documented that physical attendance of all participants was essential; and
- It can be documented that participants are working during the normal meal time as stated on an agenda (e.g. working lunch or dinner) and no other opportunity for a meal will be provided.

Costs for food and refreshments shall be at or less than the Commonwealth of Virginia or local per diem rates (as applicable) for the event location.

The expenditure of funds on food/refreshments, must be clearly stated in the work plan and the budget narrative).

The following EPA food policy is incorporated herein, except as modified below:

**“(EPA Food Policy GPI 11-2):** Unless the event(s) and all of its components (i.e., meetings, conferences, outreach activities, field events training or receptions, banquets and other activities that take place after normal business hours) are described in the approved workplan, the recipient agrees to obtain prior approval from the DEQ for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops, and outreach activities (events). The recipient must send requests in writing for approval to the DEQ Grant Manager and include:

- a) An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s);
- b) A description of the purpose, agenda, location, length and timing for the event.
- c) An estimated number of participants in the event and a description of their roles.

Recipients may address questions about whether costs for light refreshments, and meals for events are allowable to the DEQ Grant Manager. However, the EPA Project officer and the Agency Award Official or Grant Management Officer will make final determinations on allowability. \*Agency policy prohibits the use of EPA funds for receptions, banquets and similar activities that take place after normal business hours unless the recipient has provided a justification that has been expressly approved by EPA's Award Official or Grants Management Officer.”

Note: U.S. General Services Administration regulations define light refreshments for morning, afternoon or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins. (41 CFR 301-74.11).”

(\*The above policy is revised as follows: The Grantee shall obtain prior authorization from the DEQ for all food / refreshment purchases, regardless of the type of event or the date or time of the event.



Requests for reimbursement for food/refreshment costs shall be included in the Grantee's quarterly report, which shall include a copy of the: pre-authorization approval, signed attendance list, invoices or receipts for food /refreshment purchases, and the final description of the purpose, agenda etc. for the event(s) (if it changed from the Grantee's original submission). The DEQ will not reimburse the Grantee for any unauthorized costs related to food / refreshments.

25. **INDEMNIFICATION (NOT APPLICABLE TO CONTRACTS WITH OTHER STATE AGENCIES):** Grantee agrees to indemnify, defend and hold harmless the Department and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Grantee/any services of any kind or nature furnished by the Grantee, provided that such liability is not attributable to the sole negligence of the Department or to failure of the Department to use the materials, goods, or equipment in the manner already and permanently described by the Grantee on the materials, goods or equipment delivered.
26. **INDIRECT COSTS:** Indirect costs will not be allowable charges against the award unless specifically included as a line item in the approved budget incorporated into the Contract.
27. **INTEGRATION AND MODIFICATION:** No alteration, amendment or modification in the provisions of this Contract shall be effective unless it is reduced to writing, signed by the parties and attached hereto.
28. **LIABILITY (NOT APPLICABLE TO CONTRACTS WITH OTHER STATE AGENCIES):** The Grantee shall take out and maintain, during the life of this Contract, such bodily injury liability and property damage liability insurance as will protect it from claims of damages for personal injury, including death, as well as from claims for property damage, which may arise from its activities under this contract. If the Grantee has a self-insurance program, it may self-insure the risks associated with this Contract in lieu of the commercial insurance required herein.
29. **MAINTENANCE OF RECORDS AND AUDIT (COMPLIANCE WITH CIRCULAR A-133 REQUIREMENTS):** The Grantee is required to do the following: provide the Department access to records and financial statements to determine compliance with federal requirements; facilitate the Department's monitoring and oversight activities; inform the Department in writing when not required to undergo a single audit; on request, inform the Department whether the relevant program would be audited as major using the risk-based approach (determined solely by the auditor) or, if not, the cost of having it audited as such (if desired by the Department, the Grantee must have the program audited as a major); send a copy of its audit reporting package to the Department when a single audit is required and the schedule of findings and questioned costs discloses audit findings (or the summary schedule of prior audit findings reports on the status of audit findings) related to the Department's award of federal funds; inform the Department in writing that an audit was conducted in accordance with Circular A-133 and that no audit findings and questioned costs (for the current or prior year) were related to the award (sending a copy of the audit reporting package is a sure way to meet this notification requirement); on request, send the Department a copy of the audit reporting package and any management letters issued by the auditor, even when not required to do so (e.g., no audit findings were related to the award); resolve audit findings (including the preparation of a corrective action plan) and comply with any management decision issued by the Department (due within six months of receiving the Grantee's audit report); follow-up on audit findings, unless no longer valid because they occurred at least two years earlier, the Department did not follow-up on the findings, and a management decision was never issued; and keep copies of audit reports and related documentation on file for at least three years following the audit period for review by the Department.
30. **OBLIGATING FUNDS BEYOND PROJECT PERIOD:** The Grantee shall not incur costs or obligate funds for any purpose pertaining to the project beyond the expiration date stipulated in the contract.

Any extension of the award period can only be authorized by the Department. Verbal or written assurances of funding from other than the Department shall not constitute authority to obligate funds for programmatic activities beyond the expiration date.

The Department has no obligation to provide any additional prospective funding. Any renewal of the award to increase funding and to extend the period of performance is at the sole discretion of the Department.

31. **OTHER FEDERAL GRANT AWARDS:** The Grantee shall immediately provide written notification to the Department in the event that, subsequent to receipt of federal funds under this contract, other federal financial assistance is received relative to the scope of work of this contract.
32. **PRECEDENCE OF TERMS:** The Contract consists of several documents. In the event of a conflict between or among terms in these documents, the following documents control in order from the most important to the least important: Special Terms and Conditions; General Terms and Conditions; the signed Contract form; and the Scope of Work.
33. **PRIOR WRITTEN APPROVAL OF CHANGES:** The Grantee must obtain prior written approval from the Department for changes to the Contract, including, but not limited to, changes of substance in program activities, designs, or plans set forth in the approved scope of work or project workplan.  
  
Note: This provision does not apply to minor shifts of funds among categories by the Grantee, that do not exceed 10% of any budget line item.
34. **RECYCLED PAPER:** In accordance with EPA Order 1000.25 and Executive Order 13101, *Greening the Government Through Waste Prevention, Recycling, and Federal Acquisition*, the recipient agrees to use recycled paper for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration. Please note that Section 901 of E.O. 13101, dated September 14, 1998, revoked, *Federal Acquisition, Recycling, and Waste Prevention* in its entirety.
35. **REGULATORY COMPLIANCE:** The Grantee shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the project and shall give all Notices required thereby. The Grantee hereby consents to inspection by any state regulatory agency having jurisdiction over any part of the work performed with the assistance of the contract funds.
36. **RENEWAL OF CONTRACT:** The Contract may be renewed by the Department upon written contract by both parties under the terms of the current contract, prior to the expiration.
37. **PURCHASE OF PRODUCTS CONTAINING RECYCLED MATERIALS:** Any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth in Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.
38. **SEVERABILITY:** Each paragraph and provision of this Contract is severable from the entire contract; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
39. **SUBCONTRACTS:** No portion of the Scope of Work shall be subcontracted without the prior written consent of the Department. The Grantee shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall ensure compliance with all requirements of the Contract. The Grantee shall comply with all applicable provisions of the Virginia Public Procurement Act in making such awards.

40. **SUBRECIPIENTS (Applicable only to contracts with other state agencies):** All federally funded grants awarded by the Department to other state agencies are considered pass-thru and shall be reported as such by the Grantee and the Department on the Federal Schedules of Financial Assistance.

41. **TERMINATION, BREACH AND ENFORCEMENT:** In the event that the Grantee fails to comply with any of the conditions as set forth in this Agreement, including failure to meet the final deadline or noncompliance with the Scope of Work (Attachment A) or Milestone Table (Attachment B), DEQ shall provide written notice of noncompliance to the Grantee specifying the manner in which the Agreement has been breached and the consequences for failure to take the required corrective action. If a notice of noncompliance is given and the Grantee has not substantially corrected the breach within sixty (60) days of receipt of the written notice, DEQ shall have the right to terminate the Agreement in whole, or in part, and shall provide the Grantee with written notice of the termination to the Grantee. The Grantee shall not be paid for services rendered nor expenses incurred after receipt of the notice of termination, except such fees and expenses incurred prior to the effective date of termination as are necessary for curtailment of its work under this Agreement. In addition, if not corrected, within sixty (60) days of receipt of written notice of noncompliance from DEQ, the Grantee shall pay liquidated damages in the amount of \$1,000 or 15%, whichever is greater, of the total award in addition to any repayment for services not rendered. Repayments and liquidated damages will be paid into the State Treasury and credited to the appropriate grant fund.

42. **TERMINATION FOR CONVENIENCE:** The Department may terminate any resulting contract, in whole or in part, upon thirty (30) days written notice to the Grantee specifying the extent to which the performance under the contract is terminated, and the date of termination. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, in whole or in part, after the initial 12 months of the contract period upon thirty (30) days written notice to the other party specifying the extent to which the performance under the contract is terminated, and the date of termination. In addition, (a) the Department may terminate the contract immediately if its funding is terminated or; (b) the Department or the Grantee may terminate the contract, in whole, or in part, if both parties agree that the continuation will not produce beneficial results commensurate with further expenditure of funds; in this event, the Department and the Grantee shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.

In the event the contract (or portion thereof) is terminated (regardless of cause), the Grantee shall not incur new obligations for the contract (or terminated portion thereof) after the effective date of termination, and shall cancel as many outstanding obligations as possible; however, termination shall not relieve the Grantee of the obligation to deliver and/or perform on all outstanding obligations established prior to the effective date of cancellation.

43. **UNIFORM ADMINISTRATIVE REQUIREMENTS:** The Grantee shall comply with all applicable federal regulations pertaining to "Uniform Administrative Requirements for Grants and Cooperative Contracts to **State and Local Governments**" and "Cost Principles for State and Local Government", including but not limited to the requirements of OMB Circular A-102, the provisions stipulated in the Common Rule, 2 C.F.R. Part 225 (formerly OMB Circular A-87), and any specific implementing regulations promulgated by the federal awarding agency.

If the Grantee is an Institution of Higher Education or a Non-profit Organization, the Grantee shall comply with all applicable federal regulations pertaining to "Uniform Administrative Requirements for Grants and Cooperative Contracts with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations, 2 C.F.R. Part 215 (formerly OMB Circular A-110) and for Institutions of Higher Education including but not limited to the requirements of 2 C.F.R. Part 220 (formerly OMB Circular A-21), and for Non-profit Organizations including but not limited to the requirements of 2 C.F.R. Part 230 (formerly OMB Circular A-122).

44. **USE OF GRANT FUNDS:** Grant funds shall only be used for the purposes and activities covered in the Project Workplan.

- 45. TRAFFICKING VICTIM PROTECTION ACT (PROHIBITION STATEMENT):** You as the subrecipient under this subrecipient contract and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the subrecipient contract.



## **SPECIAL TERMS AND CONDITIONS FOR FEDERALLY FUNDED CBRAP GRANT CONTRACTS**

1. **CONTRACTOR RATES:** The use of federal funds in this Agreement in the salary rate (excluding overhead) paid to individual consultants retained by the Grantee or by the Grantee's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2012, the limit is \$596.00 per day and \$74.50 per hour. This rate does not include transportation and subsistence costs for travel performed (the Grantee or subcontractor will pay these in accordance with its normal travel reimbursement practices). See 40 CFR 31.36 or 30.27 for more information.
2. **FEDERAL EMPLOYEE COSTS:** The Grantee understands that the funds for this project may not be used to pay for the travel of federal employees, or for other costs associated with Federal participation in this project unless the federal agency is performing special technical assistance to the Grantee as allowed under the provisions of the Intergovernmental Cooperation Act.
3. **MANAGEMENT FEES:** The Grantee agrees that management fees or similar charges in excess of the direct costs and approved indirect rates (if applicable) are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this Agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work (Attachment A).
4. **ACKNOWLEDGMENTS:** The role of DEQ and the Environmental Protection Agency (EPA) must be clearly stated in all press releases, news articles, and requests for proposals, bid solicitations and other documents describing this project, whether funded in whole or in part. Acknowledgment of financial assistance, with the DEQ logo, must be printed on the cover of all reports, studies, web sites, map products or other products supported by this award or any sub-award. The Grantee is responsible for contacting DEQ staff in adequate time to obtain the logo in camera-ready or digital form. Prior to production, DEQ project management staff must approve the final draft.

The acknowledgment should read:

*This project received funding from the Environmental Protection Agency's Section 117  
Chesapeake Bay Regulatory and Accountability Program and state Water Quality Improvement  
Funds at the Virginia Department of Environmental Quality (DEQ), via grant number [15727].*

### **SPECIAL TERMS AND CONDITIONS:**

#### **MATCHING FUNDS**

If this Agreement is contingent upon cash and in-kind contributions by the Grantee to the project, the required amount of matching funds will be indicated on the Project Financial Report Form, Attachment B, of these Agreement documents. Matching contributions, if applicable, must reflect expenses directly related to the implementation of this project and incurred only during the time of performance listed in this Agreement. The decision of DEQ with respect to approval of matching funds shall be final. Matching funds must be tracked and reported to DEQ in the quarterly and final reports described below, both in narrative summary and on Attachment B.

# REQUEST FOR TAXPAYER IDENTIFICATION NUMBER(S) & CERTIFICATION

Substitute Form W-9

Each person/organization doing business with the Commonwealth must provide the following information or be subject to backup withholding.

1 \_\_\_\_\_ AND/OR \_\_\_\_\_  
Social Security Number Federal Identification Number

2 \_\_\_\_\_ 3 \_\_\_\_\_  
Dun & Bradstreet Number eVA Registration Number

Check Only One:

0*	_____ Other	8*	_____ Medical Corporation
2	_____ Federal Agency	9	_____ Non-Reportable Individual
3	_____ State Agency	A*	_____ Partnership
4	_____ Local Government	B*	_____ Estate
5	_____ Political Subdivision	C*	_____ Trust
6	_____ Corporation	D*	_____ Limited Liability Company
7*	_____ Sole Proprietor or Reportable Individual	E*	_____ Non Profit

\* Indicates vendor may be eligible to receive a form 1099

LEGAL NAME: \_\_\_\_\_

TRADE NAME: \_\_\_\_\_

Order Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone No: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ Fax No: \_\_\_\_\_

Remittance Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone No: \_\_\_\_\_

Is this Business Certified with the Dept. of Minority Business Enterprise (DMBE): (Y/N)  
Minority Owned<sub>1</sub> (Y/N) Woman Owned<sub>2</sub> (Y/N) Small<sub>3</sub> (Y/N)

- 1) A business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantages may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to African Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, and Aleuts.
- 2) Business enterprise at least 50% of which is owned by females or in the case of a publicly owned business at least 51% of the stock of which is owned by females.
- 3) Corporation, partnership, sole proprietorship or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

## CERTIFICATION

Under penalties of perjury, I certify that:

- 1) The number(s) shown on this form is/are my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- 2) I am not subject to backup withholding because: [a] I am exempt from backup withholding, or [b] I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or [c] the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions - You must cross out item 1 above if you have been notified by the IRS that you are currently subject to backup withholding because of under reporting interest or dividends on your tax return.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_